

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

THE STEAMSHIP TRADE
ASSOCIATION OF BALTIMORE, INC.
8615 Ridgely's Choice Drive, Suite 202
Nottingham, Maryland 21236

Plaintiff

Civil No. GLR-18-3338

v.

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO, LOCAL 333
6610-B Tributary Street
Baltimore, Maryland 21224

Defendant

**ORDER GRANTING PLAINTIFF'S MOTION FOR
TEMPORARY RESTRAINING ORDER**

On October 29, 2018, plaintiff, the Steamship Trade Association of Baltimore, Inc. ("STA"), filed suit against defendant, International Longshoremen's Association, AFL-CIO, Local 333 ("Local 333"), to enforce provisions of their collective bargaining agreements. *See* ECF 1 ("Complaint"). According to the verified complaint, plaintiff is an association holding the bargaining rights for twenty-five employers and contractors at the Port of Baltimore. *Id.* ¶ 8. The defendant is a union representing mechanics and operators that provide dockside labor at the Port. *Id.* ¶ 9. Plaintiff alleges that Local 333's members have engaged in an illegal work stoppage that "shut down Seagirt Marine Terminal" on October 29, 2018. *Id.* ¶ 6. Moreover, STA alleges that, absent immediate action by the Court, the work stoppage will continue into the foreseeable future. *Id.*

Pursuant to Fed. R. Civ. P. 65(c), plaintiff has also filed a Motion for Temporary Restraining Order and Preliminary Injunction (ECF 2), supported by a memorandum of law

(ECF 2-1) (collectively, the “TRO Motion”), and several exhibits. *See* ECF 2-2 to ECF 2-7. In the Motion, plaintiff seeks to enjoin defendant and its members from continuing to engage in any strike or work stoppage. ECF 2 at 3.

In response to the filings, the Court held two emergency telephone conferences on October 29, 2018, with counsel for both sides. *See also* ECF 3 (Appearance by counsel for defendant).¹ Argument was presented.

Upon review of the submissions, and upon consideration of the arguments of counsel, the Court finds that a temporary restraining order is warranted in this case.

Plaintiff has demonstrated that “the case is one in which an injunction would be appropriate despite the Norris-LaGuardia Act.” *Boys Markets, Inc. v. Retail Clerks Union, Local 770*, 398 U.S. 235, 254 (1970) (quoting *Sinclair Ref. Co. v. Atkinson*, 370 U.S. 195, 228 (1970) (Brennan, J. dissenting)). The work stoppage appears to concern a matter that “both parties are contractually bound to arbitrate.” *Boys Markets*, 398 U.S. at 254 (quoting *Sinclair*, 370 U.S. at 228). However, according to plaintiff’s counsel, it is not possible to arbitrate the matter immediately. And, STA’s counsel represented that time is of the essence, because all thirty-one mechanics went home today, leaving no mechanics at work, and container handlers left after four hours, despite their contractual agreement to complete customers’ requirements if asked to do so. Moreover, no workers accepted replacement work from the dispatch center. ECF 1, ¶ 2.²

¹ The case is assigned to Judge George Russell, III. Due to his unavailability, I handled the matter as Chambers Judge.

² “When all the members of a union employed by a given employer engage in a concerted strike not formally authorized by the union, as happened here, many courts hold the union responsible on the theory that mass action by union members must realistically be regarded as union action. The premise is that large groups of men do not act collectively without leadership

Notably, Local 333's work stoppage imposes significant harm not only on STA, but on numerous businesses and the Port of Baltimore. Plaintiff's counsel represented that 1,100 truckers did not receive their cargo today and 3,300 will not receive their cargo tomorrow if the TRO is not awarded.

The Court is also of the view that plaintiff has a substantial likelihood of prevailing on the merits in this case; that, in the absence of such temporary relief, plaintiff will suffer irreparable injury; the balance of the equities favors plaintiff; and an injunction is in the public interest. *Boys Markets*, 398 U.S. at 254 (quoting *Sinclair*, 370 U.S. at 228); *see also Benisek v. Lamone*, ____ U.S. ____, 138 S. Ct. 1942, 1944 (2018); *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008) (citing *Munaf v. Geren*, 553 U.S. 674, 689-90 (2008)); *accord Centro Tepeyac v. Montgomery Cty.*, 722 F.3d 184, 188 (4th Cir. 2013); *Pashby v. Delia*, 709 F.3d 307, 320 (4th Cir. 2013).

Accordingly, it is this 29th day of October 2018, **ORDERED:**

1. Plaintiff's TRO Motion is granted;
2. Local 333 and its union officials are temporarily enjoined by way of this temporary restraining order to cease and desist from further violations of the parties' collective bargaining agreements with respect to provisions governing illegal work stoppages and strikes, threats of illegal work stoppages and strikes against the Steamship Trade Association of Baltimore, Inc. and its employer members, including but not limited to Ports America Chesapeake, LLC, given the irreparable harm that will result to the Port of Baltimore's business absent temporarily restraining Local 333 from a work stoppage³;
3. Plaintiff shall promptly pursue arbitration, in accordance with the parties'

and that a functioning union must be held responsible for the mass action of its members.” *Carbon Fuel Co. v. United Mine Workers of Am.*, 582 F.2d 1346, 1349 (4th Cir. 1978), (quoting *Eazor Exp., Inc. v. International Bro. of Team.*, 520 F.2d 951, 963 (1975)), *aff'd*, 444 U.S. 212 (1979).

³ During the Court's second telephone conference with counsel, defense counsel opposed the TRO but represented that, if granted, he did not object to the language in paragraph 2.

collective bargaining agreements;

4. Pursuant to Fed. R. Civ. P. 65(c), plaintiff shall provide security in the amount of \$2,500 to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained, due by the close of business on October 30, 2018;
5. The Clerk is directed to docket this Temporary Restraining Order immediately;
6. This Order shall expire on November 12, 2018 at 5:00 p.m., unless before that time the Court, for good cause, extends it or the adverse party consents to a longer extension; and
7. The parties are directed to contact Judge Russell's Chambers promptly for further scheduling related to this matter.

_____/s/
Hon. Ellen Lipton Hollander,
United States District Judge